

NEW JERSEY TURNPIKE AUTHORITY
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT
P.O. Box 5042
Woodbridge, NJ 07095-5042
Tel. 732-750-5300 x-8636
Fax. 732-750-5399

Contact: Richard Bava

Date: September 26, 2014

REQUEST FOR QUOTATION
THIS IS NOT AN ORDER

SUBJECT: SNOW REMOVAL SERVICES - NEGOTIATED CONTRACT

PLEASE RETURN BY: OCTOBER 6, 2014

TO: ALL BIDDERS

THIS SOLICITATION IS BEING CONDUCTED PURSUANT TO NJSA 27:23-6.1(a), NJAC 19:9-2.2 et seq., AND THE AUTHORITY'S INSTRUCTIONS TO BIDDERS WHICH PROVIDE THE APPLICABLE TERMS AND CONDITIONS FOR THE RESULTING CONTRACT. (SEE INSTRUCTIONS TO BIDDERS AVAILABLE ONLINE AT: <http://www.state.nj.us/turnpike/purchasing.html>).

Please print your information requested below with submission of price quote.

Company Name _____

Address _____

AREA CODE & TELEPHONE NO. _____ AREA CODE & FAX NO. _____

E-MAIL ADDRESS _____

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

_____BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

A. INTRODUCTION

The New Jersey Turnpike Authority (the “Authority”) was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority. The Authority currently operates both the Garden State Parkway (“GSP”) and the New Jersey Turnpike (“Turnpike”) (both roads are collectively referred to herein as the “Roadways”).

The Authority is governed by an eight member Board of Commissioners (“Board”). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$35,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority’s enabling statute as found in N.J.S.A. 27.23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public procurement.

B. BIDDER GUIDELINES/CHECKLIST

1. The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
2. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
3. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
4. The Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
5. This RFQ requires the following mandatory document(s) or the Bid **will** be rejected:
Stockholder/Partnership Disclosure Statement ☒
6. See the Authority's Instruction to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**SEE ATTACHED**).

The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.

- | | |
|--|-------------------------------------|
| (a) State of New Jersey Division of Revenue Business Registration Certificate | <input checked="" type="checkbox"/> |
| (b) Certification of Registration with the Secretary of State (only if non-NJ corporation) | <input checked="" type="checkbox"/> |
| (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC) | <input checked="" type="checkbox"/> |
| (d) Public Works Contractor Registration Certificate(s) (if applicable) | <input type="checkbox"/> |
| (e) Affirmative Action Information Sheet with Certificate or Form AA302 | <input checked="" type="checkbox"/> |
| (f) Signed Mandatory Equal Employment Opportunity Language | <input checked="" type="checkbox"/> |
| (g) SBE/WBE/MBE Certificates and Form | <input checked="" type="checkbox"/> |
| (h) Vendor Disclosure Form (EO129-Location of Services) | <input checked="" type="checkbox"/> |
| (i) Notice of Set-Off for State Tax (P.L. 1999, c 159) | <input checked="" type="checkbox"/> |
| (j) Automobile Insurance Liability Waiver | <input checked="" type="checkbox"/> |
| (k) Insurance Certificate | <input checked="" type="checkbox"/> |
| (l) Disclosure of Investment in Iran | <input checked="" type="checkbox"/> |

CAUSES FOR POTENTIAL REJECTION OF BID

In compliance with statutory and decisional law, the New Jersey Turnpike Authority reserves the right to reject any bid in its sole discretion deemed not to be in its best interest, including but not limited to the following reasons:

- failure to comply with any requirement of the bid documents;
- if bid prices are deemed to be excessive;
- if upon inspection, the Director of Maintenance finds the Bidder's equipment to be unacceptable;
- past performance has been deemed unsatisfactory; or
- if an area or the bid solicitation has been cancelled.

CONTRACT BOND

A Contract Bond will be required from the successful bidder after award of the Contract. The Contract Bond shall be on the New Jersey Turnpike Authority form, fully executed by the Contractor and the bonding company, licensed to do business in the State of New Jersey with an AM Best Rating of A-VII or better.

The Contract Bond amounts for each Contract will be 50% of the Contract value as listed on the Bid Sheets herein.

SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE), Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration / Certification Form with your quotation. Please check off the gross receipt category of your business if registered as an SBE

SBE CATAGORY 1 \$0- \$500,000 _____

SBE CATAGORY 2 \$500,001 thru \$5,000,000 _____

SBE CATAGORY 3 \$5,000,001 thru \$33,500,000 _____

NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

Code of Ethical Standards

The Proposers are advised that the Authority has adopted the New Jersey Uniform Code of Ethics, a copy of which can be viewed by going to the following web site:
<http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting a Bid, the Proposer agrees to be subject to the intent and purpose of said Code and to the requirements of the Division on Ethical Standards of the State of New Jersey.

NOTE TO BIDDERS:

THE ATTACHED "SPECIFICATIONS" AND "BID SHEETS" ARE INTENDED TO BE THE BASIS OF A NEGOTIATION BETWEEN YOUR FIRM AND THE NEW JERSEY TURNPIKE AUTHORITY. PLEASE SUBMIT YOUR QUOTATION AND, IF NECESSARY, NOTE ANY EXCEPTIONS TO BE NEGOTIATED ON THE ATTACHED EXCEPTION SHEET. THANK YOU.

Very truly yours,


**Andrea E. Ward, Director
Purchasing Department**

Specifications

Contract No. SPNO-01-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **two (2)** spreader teams for snow removal operations along the roadway of the Garden State Parkway.

The first team consists of four **(4) Spreader/Plow trucks with Authority supplied Spreaders plows. It salts and plows between Exit 159 and the New York State line.**

The second team consists of three **(3) Spreader/Plow trucks with Authority supplied Spreaders and plows. It salts and plows all ramps between Exit 159 and the New York State line.**

Teams may be combined as needed due to road/weather conditions.

One Supervisory vehicle shall be part of this contract and shall coordinate the two teams listed above.

The Authority reserves the right to move teams in the Northern District (Exit 138 to the New York State line) as necessary to keep up with roadway conditions.

Contract No. SPC-08-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1)** plow team for snow removal operations along the roadway of the Garden State Parkway beginning at approximately **Milepost 110.3 and extending to Milepost 120 along the inner roadway.**

The team will consist of **five (5) Plow Trucks with Contractor supplied eleven (11) foot plows and one (1) supervisory vehicle.**

The plow team shall enter at any Interchange between **Interchange 90 and Interchange 140**; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Quotation Sheet

Contract No. SPNO-01-14 Exit 159 to Milepost 173 Various Mainline Contract Value=\$65,400

	A	B	C	D	E	F
Line	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	7 each- Plow Trucks w/ Authority supplied plows and spreaders	8	56	\$ 505.50 /hr	\$ 28,308.00
2	Standby Time(M-F)	7 each- Plow Trucks w/ Authority supplied plows and spreaders	2	14	\$275.00 /hr	\$ 3,850.00
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ 125.00 /hr	\$ 1,000.00
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		\$33408.00

Contract No. SPC-08-14 Milepost 110.3 to 120 Inner Lanes Contract Value=\$48,000

	A	B	C	D	E	F
Line	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	5 each- Plow Trucks w/ Contractor supplied plows	8	40	\$ 485.00 /hr	\$ 19,400.00
2	Standby Time(M-F)	5 each- Plow Trucks w/ Contractor supplied plows	2	10	\$ 235.00 /hr	\$ 2,350.00
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ 125.00 /hr	\$1000.00
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		\$23,000.00

QUALIFYING AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

I, _____,

_____ of _____,

The Pres., Vice Pres., Owner or Partner

Company

being first duly sworn, deposes and says:

1. That the _____ (Company) (Owner) wishes to be qualified to bid on the New Jersey Turnpike Authority Snow Plowing Contract, on the New Jersey Turnpike or the Garden State Parkway.
2. That _____ (Company) (Owner) wishes to demonstrate moral integrity in accordance with the Agreement and Specifications to be rendered herein.
3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the _____ Company, nor any of its Owners, Officers, or Directors are involved in any Federal, State or other governmental investigation concerning criminal or quasi-criminal violations, except as follows (if none, so state):
4. Deponent further states that neither the _____ Company, nor any of its Owners, Officers or Directors, have ever engaged in any violation of a Federal or State Criminal Statute or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contentre to any violation of a Federal or State Criminal Statute; or ever engaged in a violation of any nature regarding work on contracts performed by it, including, but not limited to, OSHA, NJDOT and NJDEP violations, except as follows (if none, so state):
5. That any depository, vendor or other agency herein or later named is hereby authorized to supply the New Jersey Turnpike Authority with any information necessary to verify any statement made in this Contractor's Qualifying Statement.
6. That as of the date of signing this Affidavit, outstanding liens filed against this Company are as follows (if none, so state):
7. That the undersigned, being authorized to act on behalf of _____ Company, certifies that I am personally acquainted with the operations of said Company, have full knowledge of the factual basis comprising the contents of this Contractor's Qualifying Statement and that the same are true to my knowledge.

8. That, if a Corporation, the corporation _____ incorporated in the State of _____ (is, is not) New Jersey. If not a New Jersey Corporation, the corporation _____ (is, is not) authorized to do business in the State of New Jersey (attach Certificate of Authorization from Secretary of State).
9. That, in accordance with said Procedures as of the date of signing this Affidavit, _____ Company has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent Authority by reason of claiming its rights to withdraw a bid because of unilateral mistake, and has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent authority, for any other reason except as follows (if none, so state):
10. That this Contractor's Qualifying Statement is made to induce the New Jersey Turnpike Authority to accept qualifications knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements therein contained.

Company

Sworn and subscribed to before me this

_____ day of _____ 20 _____

Signature

Notary Public

Title

NOTE: Complete and Return With Quotation

NEW JERSEY TURNPIKE AUTHORITY
QUALIFICATION QUESTIONNAIRE FOR SNOW REMOVAL & SALTING

Bidders Shall Complete This Questionnaire In Its Entirety For Each Contract Being Bid Upon. Any Bidder Who Fails To Complete This Form In Its Entirety Shall Be Considered Non-Responsive And May Result In Rejection Of The Bid.

Name of Firm/Contractor _____

Business Address _____ Phone# _____

Home Address _____ Phone # _____

Name of Superintendent/Representative _____

Business Address _____ Phone # _____

List Two (2) State Agencies for which you have provided similar services:

Agency's Name: _____

Address _____

Contact Individual: _____ Phone # _____

Agency's Name: _____

Address _____

Contact Individual: _____ Phone # _____

Indicate how long you have provided contract plowing services of this type: _____ **Years**

Name and location (s) where Contractor's trucks and equipment will be stored:

[illegible]

Description: _____ **Quantity:** _____ **Tons**

Location of Stockpile: _____

Physical Address of Yard/Shop/Storage Area: _____

The Authority reserves the right to track the vehicles via a GPS System that may be provided.

Does your firm track your equipment with on-board GPS systems? _____

If so, would your firm be willing to share this information with the Authority so that the Authority can better manage snow storm events? _____

Name of GPS software _____

The contract further stipulates that all push frames shall be installed prior to October 1, of each winter season. Please provide a listing of on-hand shop equipment that your firm has available to facilitate these installations.

Contractor: _____

Signature: _____

Title: _____

NEW JERSEY TURNPIKE AUTHORITY

DRAFT CONTRACT FOR SNOW REMOVAL AND SALTING SERVICES
OCTOBER 15, 2014 THROUGH APRIL 30, 2017

SNOW PLOW CONTRACT(S) # _____

THIS AGREEMENT, dated _____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and _____, a corporation of the State of _____, having principal offices located at _____ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services of **2014-2017 SNOW REMOVAL AND SALTING** specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Order and terminate three (3) years there from, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Czajkowski
Secretary

[Corporate Seal]

BY _____
Joseph Mrozek
Executive Director

ATTEST:

Company Name

Name
Title

[Corporate Seal]

BY _____
Name
Title

SNOW REMOVAL CONTRACT(S) #

List the Names Addresses, Phone & Fax Numbers of Proposed Subcontractor(s). Indicate whether the subcontractors are registered as a NJ Small Business Enterprise (“SBE”) in either Category 1, 2, or 3 by the Department of Treasury.

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing. There are no margins, text, or other markings on the page.

SIGNATURE PAGE

ADDENDA / INQUIRIES: COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

☐ **CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

(All Addenda / Inquiries must be acknowledged as indicated above.)

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this bid except in those instances where an unsuccessful bidder has filed a Protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a Protest, Bidders are required to hold their prices for an additional 90 days. All bidders will be notified in writing of the action taken by the Authority.

OFFER/CERTIFICATION: The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this bid with full authority so to do; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidding Entity: _____

Address: _____

City, State, Zip: _____

Telephone #: _____ Fax: _____

E-mail Address: _____

[illegible]

Warranty Date Exception_____

Signature of Vendor Responsible Officer_____

SECTION 1

SPECIFICATIONS FOR SNOW REMOVAL & SALTING SERVICES

1. DEFINITIONS

Whenever in the Contract the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

AUTHORITY - The New Jersey Turnpike Authority

DIRECTOR - Director of Maintenance of the Authority or his respective duly designated representative, acting within the scope of the particular authority vested in him.

PROJECT - The entire scope of work to be performed under the Contract, including the furnishing and doing of all things necessary or proper therefore or incidental thereto.

HOLIDAY - The following days shall be considered Holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Thanksgiving Day
Christmas Day
Easter

In addition, whenever any of the six mentioned Holidays falls on a weekend and is observed on a weekday, the day of observance shall be considered as a Holiday.

ROADWAY - The New Jersey Turnpike or the Garden State Parkway

SNOW SEASON – October 15th through April 30th of each calendar year for the term of the Contract.

2. EXECUTION OF CONTRACT AND CONTRACT BOND

The Contractor to whom the Contract(s) has been awarded shall within ten (10) days of the date of Notification of Award:

- (a) Execute and deliver to the Authority five (5) originals of the Contract.
- (b) Execute and deliver to the Authority an original Contract Bond on the Authority's form in a sum not less than 50% of the amount listed on each bid sheet per area. The Contractor shall maintain this Contract Bond until final payment is made by the Authority. In the event of insolvency of the Surety, the Contractor shall forth with furnish and maintain other Surety satisfactory to the Authority.

The above shall be executed and delivered before the Contract(s) will be executed and dated by the Authority.

3. TERM OF CONTRACT AND BID PRICES

For plow trucks, salt spreaders, loaders, and pickups or other vehicles with arrow boards, the contract period shall be a (3) three year contract from **October 15, 2014 through April 30, 2017.**

The Authority reserves the right to extend the contract for two additional one-year periods with the concurrence for the Contractor.

The bidder's prices shall remain firm for **one (1)** year. Succeeding years of the contract will be adjusted yearly based on the CPI as designated in the average Consumer Price Index for the combined New York City/ Northern New Jersey and Philadelphia/ Southern New Jersey areas, however, the maximum increase permitted for any year of the contract shall be five percent (5%).

The benchmark for calculation purposes shall be the difference in the CPI from the previous base year and calculated yearly for each contract thereafter with the year ending in April. The bidder's prices shall remain firm for **one (1)** year. Should the average CPI decrease between the completed contract year and the next year of the contract, the Contractor's rate shall remain the same for the up-coming year of the contract as the most recently completed contract year, i.e., there will be no decrease.

4. FAMILIARITY WITH WORK

It is the obligation of the bidder to ascertain for himself, his superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this bid where snow removal operations will be undertaken, including the physical characteristics above and on the surfaces of the Roadway, to read the specifications, terms and conditions and written instructions which can, in any way affect the work under this contract, and to make the necessary investigations relating thereto. The bidder's signature in the bid certifies his acceptance of all the specifications and field conditions.

5. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same or any equipment included in this Contract **without the prior written approval of the Authority.**

In the event any creditor or third person shall have claim against the Contractor's equipment, containing equipment of the Authority, and the Contractor believes his equipment will be repossessed, the Contractor shall immediately notify the Director that he has just cause to believe that his equipment shall be repossessed and he shall immediately detach the Authority's equipment from his equipment and the Authority shall, within 24 hours, promptly pick-up said equipment at the Contractor's premises.

In the event the Contractor without just cause has failed to notify the Director of the repossession or the impending repossession of his equipment, containing the Authority's equipment and the Authority must institute legal proceedings against any Constable, Sheriff or third party Judgment Creditor, for repossession of its equipment, the Contractor agrees to reimburse the Authority for any and all losses and/or expenses sustained by the Authority in the recovery of its property.

6. RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the equipment employed in the prosecution of the work hereunder and agrees to make no claims against the Authority for damages to such equipment from any claims whatsoever.

The Contractor shall be responsible for any damage to roadway property, caused by his negligence in the performance of work under this Contract, including, but not limited to equipment that may be furnished to the Contractor, guide rail, bridge parapets and railings, light standards, signs and delineators, curbs and all other structures.

In the event of such damage, the Authority reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the Authority may deduct the cost of such repairs and related expenses incurred by the Authority from any monies due to the Contractor under this Contract.

The above paragraph shall not apply to damage sustained to Authority owned equipment due to ordinary wear and tear resulting from Contractor's snow removal operations under this contract.

Note: The Contractor shall not use any equipment supplied by the Authority for any purpose other than snowplowing/salt spreading operations on the Roadway as covered by his contract. Should the Authority determine that the Contractor has utilized such equipment for non-roadway use; the Authority reserves the right to rescind the contract and re-award to the next responsible bidder. In such instance, the defaulting Contractor shall be liable for any cost incurred between the substitute Contractor and the awarded Contractor for the provision of services.

7. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V A of the "Instructions to Bidders" attached hereto. In addition to the insurance requirements in Sections V A, 1, 2 and 3, the Contractor shall provide the following:

3b. Umbrella Liability Insurance. Umbrella liability insurance is required with limits in excess of those underlying policies stated under Sections VA 1, 2 and 3 of the Instruction to Bidders with minimum limits as follows: \$3 million minimum limit each occurrence and \$3 million - annual aggregate. The policy shall name the New Jersey Turnpike Authority, its Commissioners, officers, employees and agents as additional insured.

8. ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Director all accidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the working site, which cause death, personal injury or property damage, giving full details and statements of witnesses.

In addition, if death or serious personal injury is caused, the accident shall be reported immediately by telephone to the Director.

If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report to the Director the matter in writing to the Authority giving full details of the claim.

9. COMMENCEMENT OF WORK

The Contractor shall commence work immediately upon notification by either Roadway Director in accordance with provisions included hereinafter, using the required number of equipment. The work shall be prosecuted diligently without delay from the start to the completion of the snow removal operation.

10. DAILY REPORTS

The Authority reserves the right to expect Contractors to utilize any automated time and/or geographical system implemented by the Authority during the Contract. The purposes of such include but are not limited to; properly recording hours worked, verification of invoices, payment and location during any weather related events.

The Contractor shall submit a report of his operations for each 24 - hour period from midnight to midnight and shall indicate therein the time of employees and equipment engaged. Forms for such reports will be supplied by the Authority and all information requested shall be furnished. Reports shall be signed by the Contractor's Supervisor and shall be delivered to the Director on a daily basis.

11. SNOW REMOVAL OPERATIONS

Upon receipt of a telephone call from the Director, the Contractor shall immediately procure the necessary personnel to operate the equipment and shall inform the Director, by telephone, when all personnel are in and the equipment are ready to leave his yard. Equipment shall not leave the Contractor's yard without orders from the Director. Upon receipt of orders to proceed, equipment shall be dispatched and operated in teams consisting of the number of equipment with supervision required at locations assigned by the Director. Prior to entering the Roadway, each vehicle shall be subject to inspection for proper operations of lights, safety equipment and ballast to minimum 55,000 GVW except in areas where otherwise specified. All of the above shall be in proper working order and each team shall be complete before entering the Roadway.

Roadway shall be plowed and/or spread with salt the entire graded width of the Roadway, toll plazas, parking lots, rest areas, ramps, service areas, access roads to State Police facilities and other traveled areas generally between guide-rail curb lines and gutters shall be plowed/spread. Ramp connections to the roadway and cut throughs shall be cleared simultaneously with the operations on the Roadway as directed.

The Contractor shall furnish relief drivers as required by Federal & State CDL maximum driving time regulations. The vertical clearances between the pavement and plow blades will be determined by the Director.

The Contractor shall keep the Director constantly informed as to the progress of the work during the storm, in accordance with the technical specifications herein. The actual method of operation for the plows in any one team will be as directed by the Director. The basic snow plowing operation will consist of a lead plow working the inside lane and having the remaining plows following in such a manner that they push over still further the snow plowed by the preceding truck and as much additional snow as possible.

In all cases, the Director will determine the extent of areas to be cleared during each stage of the operation and he shall direct the distribution of equipment to expedite snow removal operations. Prior to commencing work, the Contractor **MUST** supply a list of driver's to include operating and relief drivers to the Director. By submission of this document, the Contractor is verifying that the drivers whose names appear are holders of a Valid Commercial Driver's License (CDL).

The Contractor shall arrange to do all refueling within the specified area of responsibility by whatever means he determines. In the event that fuel is not available to the Contractor from his own sources, the Authority will direct him to a fuel supply on the roadway at the service areas or by means of portable gasoline/diesel fuel tanks and is responsible for all associated costs.

12. E-Z PASS

In order to better monitor operational expenditures, the Authority has modified the way in which snow removal Contractors will be provided Toll Free Passage for their vehicles **during operating hours only**. Contractors will no longer be provided Authority "non-revenue" passes for performing services on the Authority's roadways. Instead, Contractors will be required to obtain and utilize their own E-Z Pass transponders for each piece of equipment. **The Authority will reimburse each Contractor for verified E-Z Pass usage with copies of their E-Z Pass Statements and highlighting the applicable transactions related to their Services, thereby affording them toll free passage.** If the Contractor receives any Notices of E-Z Pass Violation related to performing Services, the Contractor should submit those Notices to the Authority. Such Notices will be dismissed based on verified performance of Services. This process will be implemented by the Maintenance Department, whose staff will assist Contractors in submitting the appropriate document verification for orderly and prompt payment.

13. MANDATORY MEETING AFTER AWARD

A meeting to review the snow removal procedures with Authority's Maintenance Department personnel and the Contractor will be arranged prior to the snow season. All operations will be conducted according to prevailing roadway procedures that will be discussed. Failure to attend this meeting may be considered a breach of contract. If so, the Authority reserves the right to rescind the contract. **No payment will be made for attendance at this required meeting.**

14. STARTING – STOPPING TIME

Whenever a Contractor is called for plowing/spreading, or standby, the time shall start when a full team is made ready to plow in their designated starting area. However, the Authority reserves the right to start with less than a full complement called out.

The number of vehicles assigned to each team will be determined at the mandatory pre-season meetings. The Authority Representative will notify the Contractor's superintendent, who in turn shall notify each vehicle when operations are completed. Loaders will normally be assigned to

remove snow at the designated plazas, service areas, or rest areas. Operating time will start when the loader commences plowing at the assigned plaza, service area or rest area

If, during plowing operations, a Loader is moved from its original assigned location to another location at the direction of Maintenance Department Representative, time related to travel will not be deducted. The Maintenance Department Representative will notify the Loader operator when to return to its original designated snow removal starting location.

15. TIMING AND PAYMENT

A. OPERATING TIME

The CPI index shall apply to the Standard Operating Time prices bid for all vehicles such as plow trucks, spreaders, loaders, supervisory and backup vehicles. The number of operating hours for which payment will be made will be the number of hours each truck is actually on the Roadway and engaged in snow removal operations.

Payment for operating hours will be made for the quantity of hours as above determined at the price bid for operating hour. An OPERATING HOUR price in the Proposal shall include the cost of furnishing a heavy duty truck, loader, drivers, other labor, materials, fuel, oil, ballasts, repairs, maintenance, transportation, and all else necessary therefore, and all other work in connection therewith and incidental thereto.

Standard Operating Time (Monday – Friday):

This will be the hourly bid price for standard time per truck for each snow section. This hourly rate includes the cost of all work performed on any calendar day, exclusive of Saturdays, Sundays, and observed holidays (referenced under section 1.1).

Premium Operating Time (Saturday, Sunday and Holidays):

This will be a **flat hourly rate of (\$15.00) per hour, per vehicle, added to the Bidder's hourly bid price** for standard time **for trucks, loaders and supervisor vehicles**. This hourly rate will be the total amount paid for the work performed on Saturdays, Sundays and observed holidays (referenced under section 1.1). The CPI index for Premium Time in any year after the first year of the contract shall be calculated as follows: (Last year's Standard Operating Time for vehicle type X CPI %) +\$15.

B. SUPERVISOR TIME

The Contractor shall furnish a supervisor as indicated in the contract, who shall be responsible for the Contractor's entire operation and will answer directly to the Maintenance Department Representative. The Contractor shall furnish supervisors as required by the Maintenance Department Representative per area. If the Contractor has more than one area, the Contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed.

The supervisor shall also assure that a mechanic(s) will be provided on site for the duration of the storm and that all Contractor equipment is road ready. The supervisor shall not at any time perform dual roles of supervisor and mechanic.

The Monday through Friday Standard Standby rate to be paid for each Contractor's supervisor with vehicle shall be one-hundred twenty five (\$125.00) dollars per hour, with fractions of hours being calculated on a 1/4 hour basis.

C. STAND-BY TIME

The number of stand-by hours for which pay will be made will be the total number of hours each truck, including drivers, is on a stand-by basis as ordered by the Director, either in the Contractor's yard or in the maintenance area to which it is assigned. Stand-by time will be paid only for equipment fully manned, all equipment hooked up and ready for immediate operation.

Standby rate will apply to **all** Contractor equipment being used in the actual plowing of the roadway. The number of standby hours for which payment will be made will be the total number of hours each specified piece of equipment, including drivers/operators on a standby basis as directed by the Maintenance Department Representative in the maintenance area to which it is assigned.

Payment for **Regular Standby Hours** (Monday through Friday), will be made for the quantity of hours, as above determined AT THE BID RATE for Plow Trucks, Spreaders, and Loaders. **Premium Standby Hours** (Saturday, Sunday, and Holidays) will be paid at an additional \$15 per hour above regular standby hours for Plow Trucks, Spreaders, Loaders, Supervisor Vehicles. **Regular & Premium Standby Hours will remain at the rates bid and not be subjected to the CPI Index increase over the duration of the contract or any extensions:**

The price includes the cost of furnishing the specified equipment, drivers and/or operators, other labor, materials, fuel oil, ballast, repairs, maintenance, transportation and all costs and expenses, with fractions of hours being calculated on a 1/4 hour basis.

16. MEAL TIME

The Contractor will be allowed one-half (1/2) hour per plow team per six hours of "Operating" time for meals. This one-half (1/2) hour period will be included in the "Operating" time to be paid by the Authority.

17. DISABLED VEHICLES

No time will be allowed for vehicles which become disabled and are unable to continue plowing, nor for the time consumed in repair work in cumulative excess of one-half (1/2) hour for any eight (8) hour period. No time will be allowed for vehicles with arrow boards, loaders, plow trucks and spreaders, which become disabled and are unable to continue operating for time consumed in repair in excess of one hour.

If mutually agreed, the Authority shall render such repairs to the Contractor's equipment.

In those cases where it has been agreed that the Authority will repair the equipment, if the repairs are completed within one hour, the Contractor shall be charged for all Authority labor and materials involved. In addition, the Contractor will be paid for time out of service, with fractions

of hours calculated on a half-hour basis. If repairs exceed one hour, the Contractor shall be charged for all Authority labor and materials **and will not be paid for time out of service.**

18. CALL-OUT MINIMUM

Payment will be made for a minimum of eight (8) hours of either operating time or standby time, or a combination thereof when the Contractor is issued a call-out and reports ready for work at the Contractor's designated location within one (1) hour as described in the RFB. Stand-by time will be paid only when all designated trucks and other equipment are fully manned and ready for immediate operation.

19. MINIMUM COMPENSATION

The Contractor is guaranteed to receive a specified minimum compensation per year under this contract. This guaranteed minimum compensation per year shall be calculated at \$1,000.00 times the number of plow trucks (including spare plow trucks if requested in the individual contract) and loaders (if applicable) committed under this contract as detailed below, even if his vehicles are not called out or work insufficient hours during that year to generate that compensation under the contract rates. This is **not** an additional payment beyond the call-out compensation, but is a guarantee that the Contractor will receive that specified minimum compensation per year:

Example Minimum Compensation Schedule

CONTRACT NO.	PLOW TRUCKS	SPARES	LOADERS	BACK-UP VEHICLES	TOTAL NO OF VEHICLES	GUARANTEED AMOUNT
Contract No. XXXXX	6	1	0	0	7	\$7000.00

20. INVOICING

A. All bills shall be submitted by area and contract

All accounts payable/invoicing requests submitted to the Authority by the Contractor shall be submitted on official Contractor invoice forms along with the Contractor's Time Sheet, which shall be signed by both an Authority representative and contractor supervisor. This shall be in accordance with the Authority's normal accounts payable procedures and requirements. The Contractor's invoice shall list all facilities serviced and their corresponding service charge itemized in sufficient detail to enable the Authority to match each and every component charge to the corresponding line items as described on the bid sheet (See "C. Invoice Example" on next page) All Contractor Invoices shall reflect the services rendered. Under no circumstances will the Authority prepay for services not rendered.

ATTENTION: NATALIA HERNANDEZ
FINANCE DEPARTMENT
NEW JERSEY TURNPIKE AUTHORITY

P.O. BOX # 5042
WOODBRIDGE, NJ 07095

B. Separate District Costs

In cases where Contractors are operating out of two or more yards, a separate bill must be rendered for each yard. In no case shall bills, time reports, payrolls, receipts or any other data be consolidated.

C. Invoice Example

Bill To:			Date:		Invoice#
New Jersey Turnpike Authority					
P.O. Box 5042					
Woodbridge, NJ 07095					
Description	Quantity	Rate		Amount	
Storm Date:					
Contract Number:					
Standby Hours M-F - Trucks					
Standby Hours M-F - Supervisor					
Standby Hours S/S/H - Trucks					
Standby Hours S/S/H - Supervisor					
Operating Hours M-F - Trucks					
Operating Hours M-F - Supervisor					
Operating Hours S/S/H - Trucks					
Operating Hours S/S/H - Supervisor					
Standby Hours M-F - Loaders					
Standby Hours M-F - Arrow Board					
Standby Hours S/S/H - Loaders					
Standby Hours S/S/H - Arrow Board					
Operating Hours M-F - Loaders					
Operating Hours M-F - Arrow Board					

Operating Hours S/S/H - Loaders			
Operating Hours S/S/H - Arrow Board			
		TOTAL AMOUNT DUE	

21. WORK TO BE PERFORMED

The work to be performed under this bid consists of the plowing of snow and salt spreading on the Garden State Parkway and New Jersey Turnpike mainline, ramps, parking lots, toll plazas, Authority-owned service areas and properties as required on the bid sheet and work force when and where directed by the Director or designee. As required shall include the furnishing of manned equipment, including trucks equipped with plows and / or spreaders, pickups or other vehicles with arrow boards, and loaders. Contractors are to provide all fuel, oil, ballast, repairs, insurance, supervision, and mechanic(s) as required. Contractors will be responsible for supplying any related equipment; supplies and personnel to maintain the operation of contracted equipment for performance in accordance with the contract awarded for the duration of the call out.

Prior to the award of a contract, the Authority reserves the right to have its representatives inspect all equipment proposed by the Contractor for compliance with the specification requirements.

The Authority may furnish, at designated Authority locations, salt spreaders and snowplows with mounting apparatus for attachment to the bidder's trucks. The Contractor shall be responsible for the pick-up and return of all Authority equipment in the same condition as which it was originally received.

22. VEHICLE / EQUIPMENT REQUIREMENTS

A. Plow Trucks

Plow trucks shall be heavy duty, tandem rear-axle **and a minimum ten (10) yard capacity** with a minimum gross weight of 55,000 pounds when loaded, and must provide their own ballast.

All heavy duty trucks shall be equipped with at least two alternately flashing amber lights mounted high in the body and facing the rear, and a **LED and/or rotating beacon visible in both the front and rear** in addition to the other standard lighting equipment. The Contractor shall install and maintain such beacon in operating condition on each heavy-duty truck employed.

All above equipment specifically mentioned shall be considered an essential part of the Contractor's equipment and shall be maintained in fully operating condition at all times when such equipment are in operation on the New Jersey Turnpike, except that rotating amber beacons on heavy duty dump trucks shall be operated during maneuvers only as ordered by the Director.

The Authority may furnish the necessary plows, front push frames, **salt spreaders** and hydraulic pump units as described hereinafter.

B. Supervisory Pick-up Trucks

The Contractor shall furnish a supervisor with transportation, who will act as coordinator for all Contract activities. THE SUPERVISOR SHALL NOT RIDE IN ANY OF THE SNOW PLOW VEHICLES.

Supervisor's pick-up trucks shall be equipped with at least two (2) simultaneously amber flashing lights mounted so that their height is as great as the cab and facing the rear; and a rotating amber beacon mounted on top of the cab in such a fashion as to be visible throughout 360 degrees, all in addition to other standard lighting equipment.

C. Front End Loaders

Loaders shall have a maximum width of 100" and shall be heavy duty, **articulated**, rubber tired, with a minimum 3-4 yard bucket. Each loader working at toll plazas and ramps shall have a minimum of two (2) strobe lights mounted on the unit and reflective striping on the rear of the unit. Units must meet all current OSHA, POSHA, ANSI, National Traffic & Motor Vehicle Safety Acts and any other applicable standards and regulations. The Contractor's supervisors must be in radio and/or cellular phone contact with their own equipment operators at all times.

D. Back up Vehicle

The backup vehicle shall be a vehicle furnished with a truck-mounted flashing arrow board having minimum dimensions of three (3) feet by six (6) feet, mounted five (5) feet off the pavement. The vehicle shall be equipped with at least two (2) simultaneously amber flashing lights mounted so that their height is as great as the cab and facing the rear; and a rotating amber beacon mounted on top of the cab in such a fashion as to be visible throughout 360 degrees, all in addition to other standard lighting equipment.

Each piece of Contractor's equipment must be in compliance with Motor Vehicle Rules and Regulations applicable to such equipment used under this contract, and shall be identified on the Questionnaire Form. Lights or such other devices as required by the Authority, including but not limited to, strobe lights mounted on all trucks, equipment and pickups must be visible to all surrounding traffic.

E. Push Frames

All Authority issued push frames and plows shall have matching asset numbers and will be mounted accordingly by the Contractor. All equipment will be inspected for deficiencies and that the matching push frames and plows are mounted as directed.

Contractors equipment found inoperative or missing any required auxiliary equipment upon arrival for duty will be charged any cost incurred by the Authority to correct any deficiency.

23. COMMUNICATIONS

CONTRACTOR SUPERVISOR MUST HAVE COMMUNICATION VIA CELL PHONE OR RADIO WITH EACH OF THE SNOW PLOW VEHICLES, BACKUP VEHICLE, LOADERS AND SALT SPREADERS. The Contractor's supervisor shall be available at all times with a cellular phone, to receive instructions from the Authority's representative for the coordination of plowing and salting operations. It will be the sole responsibility of the Contractor to supply, including cost of all cell phones.

24. MAINTENANCE AND PROTECTION OF TRAFFIC

Traffic on both roadways is under the direct supervision and control of the New Jersey State Police who will enforce traffic regulations. They may pertain to the Contractor as well as the traveling public in view of the existing conditions.

If the State Police or Director should notify the Contractor or his Supervisor of any hazardous condition or violation of safety regulations, all operations shall be summarily discontinued and immediate remedial action shall be taken to the satisfaction of the State Police before work is resumed. Turnpike regulations will be furnished upon request.

The attention of the Contractor is especially directed to the fact that his operations will be conducted under conditions incident to highway traffic and in close proximity thereto, and that all necessary precautions must be taken to safeguard such traffic. A minimum of interference is mandatory and all measures proposed to be taken shall be submitted to the Director for approval.

Note: Each piece of Contractor's equipment shall be identified clearly by name and address.

25. EQUIPMENT FURNISHED TO THE CONTRACTOR

The Authority may furnish a front push frame, hydraulic pump, plow and salt spreaders as required for each heavy-duty truck to be furnished by the Contractor. These items will be ready for Contractor pickup at designated locations on or about October 1. The Contractor shall furnish all additional materials and perform all necessary work to attach the push frames, pumps, and other special lighting to his equipment in order to place them in satisfactory operating condition. All trucks and equipment shall be maintained in a fully operative condition between October 15 and April 30 of each Snow Season.

Immediately after April 30th of each Snow Season, all the above mentioned equipment furnished by the Authority shall be removed from the Contractor's trucks and at the Authority's discretion, returned to the Authority by the Contractor to a location/locations chosen by the Director of Maintenance or designee.

A. Hookup / Inspections

The Authority may provide snowplows and spreaders, except where indicated, and all associated equipment for the mounting of snowplows and spreaders to the Contractor's truck. Contractors are responsible for picking up the equipment from the Authority premises. The attachment of the plow/spreader and associated equipment will be the responsibility of the

Contractor. It will be the responsibility of the Contractor to remove the plow/spreader and associated equipment and return it to the point of pick up at the end of the Snow Season.

The hookup of each snowplow consists primarily of a bumper and axle type mounting with an electric hydraulic pump.

Authority personnel will provide the necessary apparatus for each vehicle. The Contractor will make the necessary installation and removal of any apparatus at Contractor's location, not the Maintenance District Yard. All vehicles will be available for service from **October 15 until April 30th**.

The Contractor shall make the equipment available for inspection upon request and the Authority shall inspect all equipment issued to the Contractor for deficiencies in accordance with the following checklist:

1. Snow Plowing Equipment:

- a. Check for any bent components
- b. Check all wear items
 1. Blades
 2. Skid Shoes
 3. Mushrooms
 4. Curb Bumpers
 5. Loose Plow Blade Bolts
- c. Check trip cylinders and springs
- d. Check moldboard and snow shield for damage or corrosion
- e. Check semi-circle and A-frame for damage or corrosion
- f. Check pump, lines, lift cylinder, wiring and hitch for operation and/or damage

2. Salt Spreader Equipment:

- a. Hoppers must be cleaned
- b. Conveyors and all bearings thoroughly greased
- c. Engines must be serviced
- d. Fuel tanks must be filled and fuel stabilizer added
- e. Check power supply and pump, motor and hydraulic hoses for operation and/or damage
- f. Corrosion inhibitor shall be applied to the spreader box and conveyors

After inspection and checklist is reviewed by Authority personnel and proper authorization, all required parts and materials for snowplows and spreaders will be supplied by the Authority

Once deficiencies are identified by the Authority's representative and the Contractor, the Authority shall supply all parts and materials necessary to correct the noted deficient items.

A re-inspection shall be made by the Authority's representative and the Contractor at those facilities where the equipment has been stored by the Contractor in-between snow seasons. However, all re-inspections shall be completed by August 15 of each year.

Additionally, the Authority will then arrange to pick up those complete truck plow assemblies, spreaders, storage and repair with noted uncorrected deficiencies and arrange to have them corrected. In such instance, the Contractor will be liable for any parts, materials and labor costs incurred by the Authority. The Authority shall be reimbursed for any such repairs via the annual retainage. In the event the retainage does not cover the total cost of said repairs, the Contractor will be billed directly by the Authority.

The Authority will also pay the Contractor a onetime yearly fee of \$300.00 per Authority plow and/or spreader mounted on his equipment each year provided that any/all deficiencies are repaired each year, in those instances where the Contractor is instructed to return said equipment directly after April 30th and then picked up by the Contractor for installation to Contractor equipment prior to October 1st. However, the Contractor shall forfeit the \$300.00 yearly payment for each plow/spreader mounted on his equipment each year provided that any/all deficiencies are not corrected by the Contractor by August 15 of each year.

B. Retainage

The Authority shall retain 5% of the total amount due the Contractor for each storm worked on an annual basis.

This retainage is to provide the Authority with assurance that all Authority equipment issued to the Contractor shall be maintained in accordance with the specifications.

Such retainage shall be released to the Contractor annually upon the successful inspection and/or return of all such equipment to the Authority at the designated maintenance yards.

Should the Authority incur any expenses for the repairs to such equipment, reimbursement to the Authority shall be effected via the annual retainage or via direct billing to the Contractor.

C. Plow/Spreader Storage

All Authority snowplows will be stored by the Contractor at its own facility during the snow season October 15 thru April 30, and shall be hooked up and operational upon arrival at the area bid.

D. Plow Blades and Parts

Plow blades and parts shall be furnished by the Authority as required, and installed by the Contractor at a location approved by the Authority Representative. The Authority Representative will make verification of required parts.

26. ARRIVAL TIME – DEFAULT

The normal call out will begin with the notification to the Contractor of the anticipated need for manned snow removal equipment. The Contractor will be required to deliver their equipment and personnel within two (2) hours to their designated area after a call out by the Authority. However, in the event the Contractor has been previously notified there is a high probability of serious storm conditions, and that their services could be needed, they will then be required to deliver their equipment within one (1) hour of the actual call out. Should the Contractor fail to comply with the specified times, the Authority reserves the right to hire any available equipment and personnel on an emergency basis and charge the Contractor for any difference in price. The Contractor shall be penalized the hourly rate for each piece of absent equipment for each hour the team operates. In the event that the Authority utilizes a late-arriving Contractor, the Authority will not guarantee 8 hours pay for that vehicle but shall pay only for the time the vehicle is present (Standby) or working (Operating).

The Contractor will then be required to respond and to arrive at the designated location within two (2) hours' notice with all required equipment and personnel covered by his contract.

Failure to meet time requirements referenced above shall result the following:

First offense: The Contractor shall be given a written notice.

Second offense: The Contract may be terminated.